

TENDER FOR SECURITY COVERAGE SERVICES

This tender document contains 35 pages

Estimated Cost: Rs 162.56 lakhs

**Earnest Money Deposit: Rs. 3,25,000/-
(Rupees Three Lakh Twenty Five Thousand Only)**

Last date for submission: 07 May 2024 till 15.00 hrs

Tender opening date & time: 07 May 2024 at 15.30 hrs

(Only Techno – Commercial Bids)

Ref: ICTS/TIFR/2024-25/SER-43

Online GeM Bids are invited (in 2 Part system) by the Centre Director from Registered and Licensed Contractors of repute for Job Contract at ICTS-TIFR, SURVEY NO 151, SHIVAKOTE VILLAGE, HESARAGHATTA HOBLI, BANGALORE NORTH.

Pre-Bid Meeting: For information / technical details / clarifications required by the tenderers, a Pre-Bid meeting will be held on Thursday, 24 Apr 2024 @ 11.30 hrs. The tenderers who are interested in participating in the tender are requested to attend the pre-bid meeting at ICTS Campus.

Interested bidders are requested to mail their pre-bid queries, if any, to purchase@icts.res.in by 23 Apr 2024.

Please read carefully the instructions for the tenderers and scope of work.

The prospective contractors should note that high quality of service and professional approach is the essence of this contract.

Important instructions for the tenderers

- A) Contractor should have minimum 5 years' experience in providing Security Services in reputed organizations. The contractor should have at least during the last three financial years.
- One similar completed work contract of at least Rs.130 lakhs or more or
 - two similar completed contracts of Rs.98 lakhs each or more or
 - Three similar completed work contracts of least Rs. 65 lakhs or more

Similar Works means providing security services in reputed organizations / Govt./ PSUs. Certificates of satisfactory performance from these clients are also to be submitted along with tender.



- B) The Tenderer must have an average annual turnover of Rs. 162,56,000/- (Rupees One Crore Sixty Two Lacs fifty six thousands Only) and should be profit making during the last Financial three years 2021-2022, 2022-2023 and 2023-24. Copies of the following documents should be submitted along with the Technical Bid. . Audited Balance Sheet of last three years i.e. 2021-22, 2022-23 and 2023-24 b. Audited Profit and Loss Account of last three years i.e. 2021-22, 2022-23 and 2023-24
- C) The Tenderer should have the Registered / Branch Office in Bangalore region.
- D) Tenderer should provide a copy of the License under Contract Labour (Regulation and Abolition) Act
- E) Presently black listed or debarred firms are not eligible to participate in the tender. They should furnish an undertaking to this effect on his letterhead duly signed by authorized person of the agency.
- F) The contractor should have a valid **License** issued by the Police Department (Dy. Inspector General of Police, Karnataka).
- G) The contractor should have a valid **PAN** number issued by the Income-Tax Authority.
- H) The contractor should have a valid **Registration Certificate** of the firm / agency / company.
- I) The contractor should have a valid **ESI & PF registration certificate**.
- J) Latest copy of Bank solvency Certificate from nationalized/scheduled bank for minimum amount of Rs 65,00,000/- may be provided.
- K) Annexures 1 - 7 to be submitted on letter head or Stamp paper duly notarized as appended in the Annexures.
- L) List of skilled supervisory manpower proposed to be deployed for this contract with their qualification and experience in the company.
- M) **Security Considerations:** The persons deployed by the agency should NOT have any adverse police records/ criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying. A certificate to this effect is to be furnished by the Security Agency to whom the contract shall be awarded.
- N) Having regard to the scope of work, qualification, training and experience that are required for the job, the Contractor should offer such emoluments and benefits to the people to be employed by the agency which takes into account:
- Qualification, Training and Experience of the deployed personnel.
 - Annual increase in Salary on account of revision of Basic Wages + V.D.A.
 - Emoluments which are well above the minimum wages as prescribed under the Minimum Wages Act. (Central Rules).

Tenders shall be uploaded on the GeM portal up to **15.00 hrs on 07 May 2024**.

Technical Bid will be opened on the same day at **15.30 hrs**.



THE CENTRE RESERVES THE RIGHT to verify the particulars furnished by the applicant independently and accept/ reject the tender without assigning any reason thereof. Short listing of the agencies shall be subject to thorough verification of their credentials and inspection of works carried out by them, through a Technical Evaluation Committee of experts, constituted by ICTS. Centre reserves the right to split the order based on the technical evaluation.

A. Qualifying Requirements:

The bidder shall meet all the following minimum prerequisites and provide documentary proof for the same in the 'technical bid'-

- (i) Company profile including previous experience of manpower deployment to Government Departments, Multi - National companies, etc. Please attach copies of Work Orders, Completion Certificate, etc.
- (ii) Acceptance of terms and conditions specified in these tender documents.
- (iii) Availability of:
 - a. Training Centre
 - b. Fire Fighting / First Aid Instructors
 - c. Control Room
- (iv) Action and arrangements in case of terrorist attack.
- (v) Selection Process of security staff. Imparting training to deployed security staff. Checking of deployed security staff by Agency. Deployment pattern of security personnel including the number of Guards / Supervisors to be deployed.
- (vi) Total Strength, Nominal Roll and Bio-Data of the Security Staff.
- (vii) Agency's MD, COO, GM (OPS) visits to deployed locations.
- (viii) Record maintenance at deployed locations.
- (ix) Demand Draft /Bank Guarantee in lieu of Earnest Money Deposit.
- (x) Solvency Certificate of Rs 65,00,000 issued by the agency's banker not older than six months.
- (xi) A copy of the valid License issued by the Police Department (Dy. Inspector General of Police, Karnataka).
- (xii) Work Order copy of a single contract worth at least Rs.130 Lakhs or two contracts worth at least Rs.98 lakhs each or three contracts worth at least Rs. 65 lakhs each during the last 3 financial years.
- (xiii) Copies of valid PAN number issued by the Income-Tax Authority, Registration Certificate of the firm/agency/Company and proof of at least 5 years' experience in providing Security Services in reputed organisations.
- (xiv) Copies of ESI & PF Registration certificates.
- (xv) Audited Balance Sheet of last three years i.e.2021-22, 2022-23 and 2023-24 b. Audited Profit and Loss Account of last three years i.e. 2021-22, 2022-23 and 2023-24
- (xvi) Annexures 1 - 7 to be submitted on letter head or Stamp paper duly notarized as appended in the Annexures.
- (xvii) Undertaking to non debarment on letterhead duly signed by authorized person of the agency.
- (xviii) Proof of office registered office/ branch office at Bangalore
- (xix) Copy of the License under Contract Labour (Regulation and Abolition) Act
- (xx) List of skilled supervisory manpower proposed to be deployed for this contract with their qualification and experience in the company.



'Price Bid' should contain **Annexure F**, rates to be quoted on a monthly basis for normal duty of 8 hrs per day per person.

On the date of tender opening (**i.e. on 07 May 2024**), only the Technical Bids shall be opened. The bids shall be evaluated subsequently and only the shortlisted firms will be qualified for the price bid opening.

Earnest Money Deposit : Rs. 3,25,000/- (Rupees Three Lakh twenty five Thousand only)
EMD as specified above in the form of Demand Draft, drawn in favour of **International Centre for Theoretical Sciences, Bangalore**, from a Nationalised/Scheduled Bank shall be submitted. Alternatively a Bank Guarantee from a Nationalised/Scheduled Bank may be provided. No other mode of payment of EMD will be accepted. Bank Guarantee shall be valid for 6 months from the date of opening. MSEs are exempted from payment of EMD subject to furnishing of relevant valid certificates for claiming exemption as per privilege rules of Government of India.

The EMD may be forfeited:

- a. If the bidder withdraws the bid during the period of bid validity specified in the tender.
- b. In case a successful bidder fails to furnish the Performance Bank Guarantee.
- c. If the bidder fails to furnish the acceptance in writing, within 7-days of award of contract/ order.



The following conditions of Tender and Scope of Work shall be considered as “Essential Experience”.

1. Experience in combat & crisis management.
2. Training in first aid & medical.
3. Training in fire safety in modern equipment like Novec Fire Suppression system, firefighting and servicing of first aid fire fighting equipment.

Conditions of Tender

1. Quotations must be submitted giving complete details using enclosed tender papers.
2. **The rates quoted shall remain valid for a period of 180 days from the date of opening of price bids.**
3. Each page of the offer should bear the signature, date, name and title of the person signing the offer, and a rubber stamp indicating the full name, address, phone no and Fax No. of the firms.
4. Bids containing erasures or alterations will not be considered, unless countersigned by the authorized signatory.
5. The total amount should be written both in figures and in words and if there is any discrepancy between the two, the amount in words will only be accepted.
6. Bids which do not comply with the above conditions are liable to be rejected.
7. ICTS shall be under no obligation to accept the lowest or any tender received in response to this tender notice and shall be entitled to reject **any or all** tenders without assigning any reason whatsoever.
8. The Centre reserves the right to split the contract in parts and award them in pieces to the successful bidders or to delete the contract in parts after entering into the contract.
9. No questions or items in the Annexures shall be left blank or unanswered. Where you have no details or answers to be provided a **‘No’ or ‘NIL’ or ‘Not Applicable’** statement shall be made as appropriate. Forms with blank columns or unsigned forms will be summarily rejected.
10. The contractor chosen will have to undertake the work within 15 days from the receipt of the Work Order.
11. All annexures, attachments / drawings (if any) to this enquiry shall be read as part and parcel of this enquiry.
12. Deviation (s) indicated in Annexure D are not automatically accepted: only if such deviation(s) if any indicated by tenderer has / have been specifically accepted in the Work Order, such deviations are deemed to have been accepted and become part of the agreement.



13. All the bids shall be in the prescribed annexure forms and bear the signature, date, name and designation with company seal of the person signing the offer and name and address of the firm.

IV. DEFINITION OF TERMS :

1. Centre or ICTS means International Centre for Theoretical Sciences, Tata Institute of Fundamental Research, SURVEY NO 151, SHIVAKOTE VILLAGE, HESARAGHATTA HOBLI, BANGALORE NORTH.
2. The words contractor, bidder, firm, agency mean the person to whom the work may be awarded.
3. Work Order, Purchase Order or Order shall mean the Work order/contract with associated specifications, tender documents, etc. executed between the Centre and the successful contractor(s) including any other documents agreed between the parties or implied to form part of the contract.

1. Scope of contract

- 1.1 The following annexures are part of the tender document under reference:
 - a) Annexure – A – Scope of work
 - b) Annexure – B – Profile of experience in Security Services
 - c) Annexure – C – Schedule of Experience of last 5 years
 - d) Annexure – D – Schedule of Deviations from specifications / conditions
 - e) Annexure – E – Statutory obligations
 - f) Annexure – F – Price Bid

The Tenderer shall fill in Annexures B, C, D and F completely and submit them along with their bids. All details and columns shall be filled and if Annexure D or a particular column(s) in any annexure(s) does/do not apply, it may be indicated by saying why it is not filled (for e.g. 'no deviation', not applicable, not relevant, etc.) – leaving blank columns or a bare hyphenation will disqualify the bidders.

- 1.2 The details of rates and number of personnel required for carrying out the work shall be indicated by the contractor in Annexure 'F'
- 1.3 Once the Work order is issued, the contractor will receive instructions from an Officer designated for this purpose (Officer-in-charge) or his authorized nominee and the contractor thereby undertakes to abide by his/her suggestions/instructions, etc. as regards services in this agreement.
- 1.4 Addition/alterations in scope of work: Any alteration or addition to the scope of work will be communicated to the contractor and the contractor shall carry them out. For any reduction/increase in the scope of work, the increase/decrease in the rates shall be negotiated and finalized simultaneously.

2. Quality and Scope of Services

- 2.1 The contractor shall appoint trained staff who have a good bearing and maintain high standards of turn out, maintain the number and quality of staff as contracted to ensure there is no hold up of any service for any reason whatsoever. Any deficiency in the number of staff deployed will



entail reduction from the compensation payable as decided by the Centre. The contractor as soon as the agreement is signed shall submit a list and bio-data with photo of their workmen/supervisors/others indicating their name, age, qualification, experience and salary along with a copy of appointment orders issued to them. As and when there is a change in the staff posted, a revised list and bio-data with photo shall be submitted along with a copy of appointment order issued to the new appointee/appointees, simultaneously. Security Considerations: The persons deployed by the agency should NOT have any adverse police records /criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying. The successful bidder to whom the work is awarded shall have to submit an undertaking in writing to this effect.

- 2.2 It is normally understood and agreed between both the parties that the Centre will not be responsible or be liable for any laws that are in force/that may come into force from time to time in respect of personnel engaged by the contractor and the contractor alone will be solely responsible for the terms and conditions of their services, safety, health, statutory requirements, etc.
- 2.3 The contractor shall depute such supervisors as proposed by him, who shall be available on site to supervise the contract employees and interact on a daily basis with Security Officer / Officer-in-Charge regarding delivering the specified service.
- 2.4 It is understood and agreed that the contractor will be held responsible for any disciplinary matters arising out of the work or conduct of their employees and the contractor will take appropriate disciplinary action against those employees found indulging in any act of indiscipline in Centre's premises or in connection with the services referred to herein.
- 2.5 The contractor will immediately replace any employee found to be unfit in any manner immediately or on receipt of advice from any authorised person in ICTS.
- 2.6 The contractor shall maintain proper and detailed record for the job carried out by their employees and shall also maintain all records and returns as necessary for carrying out the work smoothly and as provided under the Contract Labour Act, Minimum Wages Act (Central or State whichever is highest), ESI Act, PF Act, etc., as relevant and applicable from time to time.
- 2.7 The contractor shall be solely responsible to comply with all legal and statutory requirements that arise out of this tender agreement and in respect of the employees engaged by the contractor in fulfillment of the contractual obligations stated herein. An indicative list of these statutory obligations is at Annexure "E". It is understood and agreed that the contractor will provide decent uniforms, badges/ID cards with photos and safety equipment and shoes to their employees. It is the contractor's responsibility to have them periodically checked medically so as to ensure that medically fit staff only is deployed for the work.
- 2.8 The contractor shall provide a copy of Police Verification Certification from native place of each individual, while deploying the security personnel.
- 2.9 Security Guard should be of average height -160 cms and preferably below 50 years of age. Security personnel must qualify physical efficiency tests, such as, running, walking, push-ups etc.

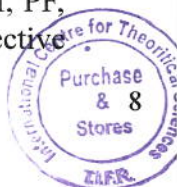
Fitness Check for Security Personnel:

- A) Hearing - Free from hearing defects.
- B) Eyesight - Far sight vision 6/6, near vision 0.6/0.6 with or without correction, free from color blindness, should be able to identify and distinguish color display of the security equipment and read and understand the display in alphabets and numerals.
- C) Blood pressure and blood glucose levels should be normal
- D) Stamina - Should be able to run 1 km. in 6 minutes.
- E) Height should be minimum 160 cm, chest should be 80 cm with an expansion of 4 cm and weight should be according to the standard table of height and weight.
- F) Disease free: Candidates should be free from any contagious or infectious disease.
- G) Body Mass Index levels should be normal and the individual should not be obese.
- H) Please note that the security agency should conduct weekly drills to ascertain the physical and medical fitness of the deployed staff. Any attempt to deploy personnel who do not meet the required criteria will result in stringent action against the contractor.

2.10 The contractor should prepare and submit Standing Operation Procedure (SOP) for each duty point / area, besides guidelines and instructions for duty personnel.

2.11 The contractor should have Modern Equipment, Training Centre, Fire Fighting / First Aid Instructors, Control Room, etc. Investigation with regard to theft / pilferage to be carried out by the Agency.

- 2.12 a) The contract employees should be covered under all statutory requirements like ESI, PF, etc. by the Contractor and the Contractor shall comply with all the formalities in this regard. Copy of challan and Schedule of Contract Employees for payment of ESI/PF/ELI, etc. will be enclosed with all (whether running/monthly or final) bills.
- b) The contractor shall pay Salary and other Allowances/Benefits as indicated by the contractor in their tender and accepted by ICTS. In order to ensure high quality of service and having regard to the scope of work and the appropriate level of expertise (i.e., qualification, experience) required for the job, the Contractor should pay such salary /wages which is higher than the statutory wages as prescribed by the Minimum Wages Act, so that quality of service is assured. Such salary shall be well above minimum wages.
- c) If the rates quoted by the contractor and accepted by the Centre include bonus, charges for overtime, uniform, staff, food, applicable yearly wage increase, miscellaneous, etc., details of what is provided, its cost, etc. shall be furnished periodically. The proof of payment for uniform cost, bonus and applicable wage increase, shall be furnished once in a year or before expiry of the contract, whichever is earlier. If proof of payment of all benefits like charges for over time, staff food, miscellaneous, etc., are not furnished once in 3 months and once in a year for uniform cost, bonus, applicable wage increase, the Centre reserves the right to withhold/recover such portion of the salary/benefits. However, the proof for payment of PF and ESI and name of such employees whom the PF & ESI has been paid shall be submitted along with each running/monthly bill.
- d) The Centre will have the right to inspect/ call for books/ registers/documents in relation to all matters referred to, in this tender or agreed later on. The Centre will also have all rights to make recoveries from the compensation, if any, that any statutory agency imposes upon the Centre due to the contractor's non-compliance with statutory obligations. A list of these as applicable at present is set out in Annexure 'E' attached. All payments in respect of ESI, PF, ELI, etc. shall be reimbursed by the Centre along with the monthly bills for the respective



months only on submission of proof of payment and Schedule of Employees covered.

- e) The contractor shall maintain a muster roll, wages register of all men employed by them and all other documents and submit it to the Centre on the 1st of every month for the previous month or as necessary for inspection. The contractor shall provide all facilities for inspection/books/personnel on demand by ICTS or any Statutory Authority.
- f) The contractor should provide PF A/c number, ESI Card and photo Identity card to the contract employees posted at ICTS. This should be done immediately but not later than one month from the date of signing the joint agreement. The contractor should ensure that the contract employees display this card prominently.

2.13 It is clearly understood and agreed upon that neither the contractor nor the contract employees shall have any claim on employment with Centre at any point of time and this arrangement is purely between the contractor and the Centre for specific services for a specified period.

2.14 The successful contractor shall indemnify/deemed to have indemnified the Centre for all claims/losses arising out of this tender. The contractor is deemed to have indemnified the Centre against any claim by any authority once the work order is awarded. In the event the Centre has to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this tender, the contractor only shall pay such claim/damages and even if the Centre is called upon to pay, such damages/penalties & or cost shall be recovered from the contractor's dues/amount payable or shall be paid by the contractor on a demand from ICTS. The successful bidder shall execute an irrevocable indemnity bond in an appropriate stamp paper in favor of ICTS that they would indemnify and keep ICTS indemnified and harmless against any claims, losses, expenses which ICTS may suffer or incur as a result of breach of contract. The contractor shall further agree that the indemnity herein contained shall remain in full force and effect during the pendency of the contract and that it shall continue to be enforceable till all dues under or by virtue of the said contract have been fully paid and all claims are discharged or till ICTS is satisfied that the terms and conditions of the joint agreement have been fully and properly carried out by the contractor. The contractor also should undertake not to revoke this indemnity during its currency save with ICTS's previous consent in writing.

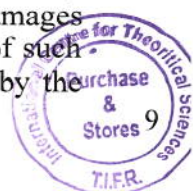
2.15 The contractor shall follow all rules as may be existing or may be framed from time to time at ICTS on all aspects covering this tender. Material movement, entry/exit of personnel, identity card, safety, etc. shall be according to procedures existing in ICTS as amended from time to time.

3. A. Tenure

- A. 1. The contract with the Centre will be initially for a period of 12 months and if the services are found to be satisfactory, the contract may be extended for a further period of 12 months (01 years). The Institute reserves the right to extend the contract for two more years on the same terms and conditions. The decision of the Centre in this regard shall be final and binding upon the contractor.

B. Termination

- B.1 Except as provided in Clause B.5 below, the contract could be terminated by either side by giving one month's notice in writing. If the notice period is not given, or if a shorter notice is given by the contractor, the entire security deposit shall be forfeited. Any other costs and or damages incurred by the Centre to maintain the services contracted to the contractor, on account of such short notice will be deducted from the dues payable to the contractor, or shall be paid by the



contractor on demand if such dues fall short of such costs.

B.2 In case of failure on the part of the contractor to complete the contract as per the terms of contract within the specified contract period and if such work is got done by the Centre from any party at a higher rate, the contractor shall be liable to pay the Centre the difference between existing rate and the rate of the new Contract.

B.3 **Risk Clause:** Notwithstanding the other terms herein, the Centre at its option will be entitled to terminate the contract and to avail from elsewhere at the risk and cost of contractor either the whole of the contract or any part which the contractor has failed to perform in the opinion of the Centre within the time stipulated or if the same performance is not available, the best and the nearest available substitute thereof as deemed so by the Centre. The contractor shall be liable for any loss which the Centre may sustain by reason of such risk contract in addition to penalty.

B.4 **Insolvency and breach of contract:** The Centre may, at any time, by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, i.e. to say:

a. If the contractor being an individual or a firm any partner in the contractor's firm shall be adjudged insolvent or shall have a receiving order to order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment, or if the firm be dissolved under the Partnership Act, or

b. If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or receiver or manager on behalf of the debenture holders shall be appointed or circumstance shall have arisen which entitle the court or debenture holders to appoint a receiver or manager, or

c. If the contractor commits any breach of contract not herein specifically provided always that such determination shall not prejudice any right of action or remedy which shall have then accrued or shall accrue thereafter to the Centre for any extra expenditure he is thereby put to but shall not be entitled to any gain on re-tender.

d. In the event of inadequate or unsatisfactory performance of duties by the contractor, the Centre shall have the right to bring to the notice of the contractor the default (s) on their part and the contractor shall ensure that the said default (s) is /are not repeated and /or are duly remedied, within a period of three days from the receipt of the said notice. Failing such remedial action, or in the event of the said default (s)'s being inadequately corrected, the Centre shall have the right to immediately terminate the agreement.

B.5 Notwithstanding any other clause herein, if there is any act of omission by the Contractor or the Contract employees which jeopardizes the safety/security of the Centre including, but not limited to:

- a) Theft or pilferage of property of ICTS
- b) Fire, flooding, breakage or damage
- c) Violence or physical attack on the Campus
- d) Any act or incident which may prove detrimental to the interests of ICTS -

the contract would be terminated without any notice. Further, the Contractor would be levied



penalties, as deemed appropriate by ICTS. The decision of the Centre Director shall be final in such matters.

4. Payment Terms:

4.1 The contractor shall submit bills after completion of every calendar month and normally payment will be released within 15 working days from the date of submission of bill if the bill is complete and correct in all respects. The monthly bills submitted by the contractor shall only be for actual salary and other benefits paid by the contractor for the number of employees deployed as per contract with ICTS. If there is a shortage of employees of not less than 90% per shift of duty, as contracted, which has been adjusted by paying overtime by the contractor then the overall monthly claim bill submitted by the contractor shall not exceed the monthly total contract amount agreed upon between ICTS and the contractor. Claiming salary of employees not appointed/absent is an offense and if noticed, the contractor shall refund the entire salary along with such penalties including a penal interest to ICTS. If after receipt of payment, the contractor has been unable to pay his workers/employees or pass on other benefits like washing allowance, ESI, PF, etc., and as soon as this fact becomes known to him, the contractor shall immediately refund all such amounts to ICTS with a covering letter explaining the reasons for such refund. The contractor shall make a certification on each bill to this effect.

Payment in respect of ESI, PF and other statutory payments shall be attached with the monthly bills. Only on submission of proof of payment and Schedule of Employees covered for such benefits, the bill will be processed.

- 4.1.1 Contractor's monthly claim/bill shall should be supported with a bill contain the following elements only:
- a) Basic + VDA + others (if any)
 - b) PF
 - c) ESI
 - d) ELI/Group Insurance
 - e) Uniform + washing charges of uniform supplied
 - f) Supervision and Administration Expenditure
 - g) Taxes
 - h) Relieving charges shall be paid on a monthly basis. However, the contractor should ensure that minimum 90% attendance is maintained per shift of duty.
 - i) Other charges, if any
- 4.1.2 **Leave Salary and Bonus:** The leave salary and bonus should be disbursed to the employees by the contractor. Leave salary is payable only if a substitute is appointed in place of the contract employee on leave subject to the condition that the contractor maintains 90% attendance per shift of duty.
- 4.1.3 **Uniform and washing charges:** The uniform and washing charges will become payable only after the uniforms are provided by the contractor to his employees. Uniform charges will however be reimbursed on a pro rata basis along with a monthly bill and the first bill should include arrears, if any. Washing charges are paid from the month the uniforms are supplied to the contract employees by the contractor. However, if during pendency of the contract, it is observed that appropriate uniform have not been issued by the contractor to its employees, for which reimbursement has been claimed by the contractor, then the Centre reserves the right to recover the amount paid towards supply of uniform and washing charges from the subsequent monthly bill of the contractor.



- 4.2 Bonus : Bonus shall be payable by the contractor to his contract employees once in a year before Dussehra/Diwali or when a contract employee's service is discontinued. The amount of bonus payable is 8.33% subject to a maximum of **Rs.7000.00** per annum. The eligibility limit for payment of Bonus from the Salary or Wage of Rs.21000/- per month as per Section 2 (13) of Bonus Act, 1965.
- 4.3 The monthly/running bill of the contractor will become payable after the end of each month on submission of a bill with all details, data and certification by the Contractor, and on due certification by the Officer-in-Charge about the satisfactory services against the claim, the contractor's payment will be released only after the contractor disburses the salary to the contract employees as per Clause No. 4.5 every month.
- 4.4 The Officer-in-Charge/Accounts Officer is authorized to deduct any amount as determined by the Centre Director from the amounts due to the Contractor for any deficiency in the services provided by the contractor.
- 4.5 Payment of contractor's bill shall normally be made within 15 working days of submission subject to the claim being found proper in all respects and in accordance with the terms and conditions of the contract. All payments will be made after deduction of taxes and duties at source as applicable from time to time.
- 4.6 Payments by the contractor to the contract employees shall be disbursed on or before 7th of the succeeding month in the presence of the Accounts Officer and / or any other authorized officer of ICTS. If 7th happens to be a holiday, payments shall be made on the previous working day. The contractor shall notify all his employees /workers about the monthly payment date in their appointment order, and follow this schedule strictly, whether the Centre has paid the contractor's bill or not. The payment of salary and all other benefits such as bonus and overtime charges to the contract employees shall be disbursed in the presence of Accounts Officer and / or any authorized officer of ICTS.
- 4.7 No claims will be entertained in respect of any discrepancy or defect or short claim if such demand is not made within 90 days of payment of the final bill.
- 4.8 The contractor will arrange for a daily duty roster chart, etc. The workers deployed by the agency have to mark attendance as per the instructions/directions given by this office.
- 4.9 **No escalation of prices during the contract period. The price quoted by the bidder will remain fixed PART D GENERAL CONDITIONS OF CONTRACT (GCC) / CLAUSES OF CONTRACT 15 for the entire period of the contract i.e. 2 years from the date of issuance of Work Order. No escalation on any account will be provided to the contractor during the period of the contract except on account for change in GST rates or introduction of any new tax by the government. The bidder should therefore consider all the factors into account including revision of Minimum wages while submitting their bids. The minimum daily wage rate as on 01 April 2024 may be considered as the base rate.**
- 4.10 **Performance Guarantee:** The tenderer, whose tender is accepted, will be required to furnish a performance guarantee of 5% of the tendered amount within 7 (seven) working days from the



issue of LOI. This guarantee shall be in the form Demand Draft / Pay Order / Banker's cheque/ Bank Guarantee/FDR issued by a Scheduled Bank. The successful Tenderer will have to deposit the Performance Security Deposit and commence the work within 7 days of acceptance of tender. Otherwise the contract will be cancelled and EMD will be forfeited. The performance guarantee shall be returned to the contractor, without any interest, after recording of the completion certificate for the work by the competent authority. The performance guarantee shall be returned to the contractor, without any interest, after recording of the completion certificate for the work by the competent authority and submission of the final bill by the contractor.

- 4.11 Security Deposit: Deductions towards Security Deposit shall be made from running bills@2.5% of the billed amount. The Security Deposit shall be released to the contractor, without any interest, after recording of the completion certificate for the work by the competent authority.

The security deposit is refundable after expiry of the agreement subject to

- (a) any claims on the Contractor,
- (b) after the Contractor certifies and confirms by submitting proof wherever possible as desired by Accounts Officer that the Contractor has paid bonus, all premium as PF/ESI, (c) that the contractor has submitted a statement to each of the employees who had worked under him, the moneys deposited as premium on ESI, Insurance, etc. The Centre reserves the right to deduct from the security deposit any amount for damages/deficiencies in service by the Contractor or to meet any statutory deficiencies. The security deposit does not carry any interest. The Centre shall have the absolute right to deduct from the security deposit and/or any amount payable to the Contractor and any damages as may be determined by the Centre Director, whose decision shall be final on account of any act or omission in the contract, by the contractor.

- 4.12 At any point of time, there must be a minimum of 90% attendance in each shift. Any absence or shortage beyond this may be managed by giving over time; shortage or absenteeism less than 90% in shifts shall be penalized including termination of the contract. All the posts should be filled at any given point of time. No post should be kept vacant due to absenteeism. Payment shall however be restricted to the actual number of people as physically deployed in each month.

5. **Penalties:** The contractor shall pay any claim made by the Centre of any deficiency (both tangible and intangible) in service. Such an amount may also be deducted from bills payable to the contractor. It may be noted that the Centre shall have the right to forfeit the security deposit in full or part for any due/damages caused by the contractor. If the security deposit or outstanding bills of the contractor is found inadequate, then such monetary recoveries shall be effected from any amount payable to the contractor against this or any other contract until the dues of the Centre are fully settled. If the claim of the Centre could not be met in this manner, the contractor shall pay up all such claims if a demand is made by ICTS.

6. **Suggestions Register:** The contractor will maintain a complaints/suggestions register prominently displayed and take immediate action on every complaint in consultation with the Officer-in-Charge. This register will be open to any authorized person of the Centre for inspection and supervision at all times.

7. **Safety, Security and Insurance**

- 7.1 The contractor shall follow all security rules of the Centre and instructions received from time to time regarding issue of identity cards, all material movements (incoming and outgoing).



7.2 During the pendency of the agreement, the contractor shall be liable fully to compensate all concerned for any loss, damage of construction of works, construction, plant and machinery, person, property, etc. including third party risks arising due to causes attributable to the agreement. The decision of the Centre Director shall be final and will be binding on both parties.

7.3 The contractor shall take Employees Liability Insurance of prescribed value for their employees. It must adequately cover all employees/workers under the Workmen Compensation Act, 1928 as amended from time to time. Before starting the work, the contractor shall produce the original insurance policy and the license of the workers where applicable to the Centre.

8. Miscellaneous

8.1 The Security personnel should maintain the electronic Visitor Information Management System, log records for the vehicle movement and also check the incoming and outgoing vehicles. The Security supervisors should be computer literate and shall be able to maintain electronic records of the visitors and vehicle movement.

8.2 The Security Supervisor shall monitor the Building Management System/ output of the CCTV camera.

8.3 The work mentioned in the schedule is not exhaustive, but only indicative. The Centre reserves the right to increase or decrease the quantum of work. The contractor shall execute the work on the same terms and conditions and rates throughout the period of the contract.

8.4 The contractor shall meet the designated Officer-in-Charge of the Centre everyday to receive the details of issues/complaints to be attended and after attending to these complaints, a report on the same has to be submitted to the concerned Officer-in-Charge.

8.5 The employees/workers to be deployed by the successful bidder shall be qualified, properly trained and experienced to handle the services as outlined in the scope of work mentioned in

Annexure "A". If such experienced hands are not available, either because the service is extremely specialized and only in-house training is possible, at least a certain percentage of employees/workers shall be experienced/trained who shall be able to impart training/expertise to others.

The contractor shall provide the name, address and other details of personnel to be deployed by him. A certificate stating that the character and antecedents have been verified should also be furnished. A list of all the names shall be submitted at the beginning of the contract, along with a copy of each appointment order and whenever there is a change. No personnel will be changed unless ICTS has asked for it or without advance approval of ICTS.

8.4 The contractor shall use emergency services like medical help and emergency vehicles of ICTS in the event of any accident or emergency to his employees, though all responsibility for such accidents and any injury/death and or loss/damage will fully rest with the contractor.

8.5 At any point of time, there must be a minimum of 90% attendance in each shift. Any absence or shortage beyond this may be managed by giving over time; shortage or absenteeism less than 90% in shifts shall be penalized including termination of the contract. All the posts should be filled at any given point of time. No post should be kept vacant due to absenteeism. Payment shall however be restricted to the actual number of people as physically deployed in each month.



- 8.6 The Tenderer must indicate the deviation in Annexure-D, with reasons thereof. The deviations indicated by the tenderer shall be from the tender document issued by ICTS. Deviations shall be valid only if it is accepted by ICTS and forms part of the joint agreement.
- 8.7 The Tenderers shall check the website for any latest updates on the tender before the due date of submission.
9. **Dispute and Resolution:** Any dispute or differences that may arise between the parties shall be referred for sole arbitration to the Centre Director or his nominee. The decision of the Arbitrator shall be final and binding on the parties. The venue for arbitration shall be Bangalore. The provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time shall apply. The courts in Bangalore shall have exclusive jurisdiction to deal with any or all disputes between the parties.
10. **Primacy of Documents:** The tender documents, subsequent communication exchanged and the work order as well as all annexures shall be part and parcel of this agreement. If there is any discrepancy between the above documents, clauses in the following documents will apply with primacy for communications issued after the work order, any pre-order correspondence as accepted jointly, followed by work order, tender documents and annexures thereof, i.e. tender documents and annexures have least primacy, if any clause or detail there has been superseded by communication after the opening of bids if jointly accepted, work order or subsequent communication to the contractor.
11. **Amendments to Work Order/Agreement:** Any amendment to the work order/agreement shall be valid only if both parties have agreed to such amendment(s) in writing duly authenticated by authorized representatives of both parties.

For and on behalf of International Centre for Theoretical Sciences

Administrative Officer



ANNEXURE – A

TENDER SPECIFICATIONS - SCOPE OF WORK

It is important that the prospective bidders visit the site before submitting the bids.

- a) Management of the entire security services i.e round the clock manning of 10 security posts and main security office with one supervisor. All security personnel with adequate experience of running security operations of a large or similar organisation, preferably with contract staff to be provided by the contractor.

The Security Supervisors and Security Guards to be deployed by the Security Contractor will be required to perform such duties and responsibilities which will demand high levels of physical fitness and mental alertness. The Contractor should take this into account while deploying the Security Personnel.

- b) Further, the prospective bidders may please note that ICTS reserves the right to modify the scope of work (i.e., increase or decrease) depending upon the exigencies.

Currently the following requirement is envisaged:

1. Main Gate - Security Supervisor -03 Nos (01 in each shift - position - main gate)
2. 10 Security Post (4 posts - Transit Hostels, 6 posts on campus) Security Guards - 30 Nos (10 in each shift)

Based on our estimate, this is the bare minimum manpower requirement, to maintain the Security Services. ***However, contractors can specify the manpower deployment pattern they propose to adopt for this work after thoroughly studying the scope of the work and clearly understanding the same by attending the PRE-BID meeting. The Contractors shall have all their doubts cleared in the PRE-BID meeting. It is completely the Contractor's responsibility to fix the staff deployment pattern and to fulfill the requirements of ICTS. The figure mentioned above is indicative only.***

All intending contractors are urged to visit the ICTS campus and propose the manpower required under each category to manage the security services system as detailed in this document.

The scope also includes the following:

1. Assuming total responsibility of the security and vigilance of ICTS by the contractor depending upon the sensitivity of the area and the need of the organisation.
 - a) The security force has to be deployed to ensure that there is no theft, pilferage or harm or threat to any property or personnel of ICTS or others in the premises.
 - b) The security agency/contractor will be solely responsible to make good the loss, if any, due to any negligence of the contractor for acts committed by any of the personnel employed by him.
 - c) The security contractor will be responsible for drawing necessary duty schedules for the security staff, exercise control and ensure discipline of personnel. They have to be extremely polite and courteous while dealing with ICTS authorities, staff, students or visitors and shall carry out all communications and orders with utmost confidentiality, sincerity and diligence.



- d) Prevention of fire and basic maintenance of first aid fire-fighting equipment falls under the scope of security management services. They have to be prepared to deal with all emergencies round the clock throughout the year if any emergency arises which affect the personnel and properties of ICTS and device ways and means to combat them.
 - e) The contractor has to take custody of all the keys and duties related to them including issues and return, opening, closing, etc.
 - f) The contractor has to be available for all assistance needed by the authorities and implement all systems/instructions issued by the authority with respect to management of security services from time to time.
2. The designated Security Supervisors posted at ICTS by the contractor must have a telephone facility at their residence along with a mobile connection.
 3. The contractor to whom the contract for Security Coverage Services is awarded shall ensure that Security and Fire Drill are carried out in regular intervals. For this the Security Supervisor of the contractor should submit a schedule to the designated Officer-In-Charge of the Centre, for the purpose.
 4. The contractor to whom the work is awarded should provide the contact nos. to the Officer-in-Charge and to the authorized representatives of the Centre.



ANNEXURE – B

PROFILE OF EXPERIENCE IN THE SECURITY SERVICES
(PLEASE ATTACH ADDITIONAL SHEET, WHEREVER NECESSARY)

1. Name and status of the Proprietor / Director/ Partner :
 2. Qualification :
 3. Average age of the workmen :
 4. Security experience in Government / Public Sector / Research Institute/ Private Institution :
 - a. Position held :
 - b. Reasons for leaving :
 - c. Length of service and designation in each post (*attach additional sheet, if necessary*) :
 - d. Do you have experience of running a system similar to tender. If yes, please give details :
 5. a) Do you have a control room which is open round the clock. If yes what is the Name, phone No./Mobile No. & the level of person manning it :
 - b) In case of a sudden accident, fire or any emergency, what support in terms of resources your organization can provide? :
 6. Have you provided All Risk Policy, Employees Liability Insurance, etc. in any of your contracts? If yes, give details. :
 7. If you think you have expertise in the work put to tender, please give a brief write up on that. :
 8. Any other information :
- Signature :
- Name :
- Designation :
- Name & Address of the company with Seal :
- Date :

IMPORTANT

- a. Please attach the Bio-data of the Security Supervisors who would be posted to ICTS if work order is awarded.
- b. Please enclose the name, qualification, experience, etc., of Security Supervisors.
- c. Please obtain police clearance for people deployed at the Centre



ANNEXURE – C
SCHEDULE OF EXPERIENCE OF LAST FIVE YEARS

Please furnish list of firms/offices where you have undertaken similar jobs (please use additional sheets, if necessary)

Sl. No.	Name of the Company with full Address	Period		Contract Value (Rs.)	Contact person & phone Nos.
		From	To		
Signature					
Name					
Designation					
Name of the company					
Date					
Seal of the company					



ANNEXURE – D

SCHEDULE OF DEVIATION FROM SPECIFICATIONS/CONDITIONS

All deviations from the specifications/conditions shall be filled in by the bidder in this schedule.

--

The bidder hereby certifies that the above mentioned are the only deviations from Technical Specifications / Commercial terms and conditions of this tender. (State NIL if no deviation is envisaged.)

Signature	
Name	
Designation	
Name of the company	
Date	
Seal of the company	



ANNEXURE - E

STATUTORY OBLIGATIONS:

The selected contractor will strictly observe and follow the following statutory regulations/acts as well as any new rules/changes as applicable, during the period of this contract. He shall be solely responsible for failure to fulfill these statutory obligations. The successful bidder shall indemnify/is deemed to have indemnified ICTS against all such liabilities which are likely to arise out of the contractor's failure to fulfill such statutory obligations. All documents, registers pertaining to this contract shall be maintained meticulously and shall be provided periodically for inspection. The salient features of the statutory regulations/acts are listed below and it is the responsibility of the selected contractor that these regulations/acts and their amendments from time to time are strictly adhered to in totality. Even if the contractor appointed for this contract may be exempt from any or all of the following employee-friendly legislation, it is incumbent on all contractors to cover all their employees/workmen by this tender with these cover/benefits.

1. The Contract Labour (Abolition & Regulation Act, 1970):

The selected contractor shall obtain and produce a license from the Labour Commissioner's office (Central). They will maintain and submit to us for inspection on demand such records as Muster Roll, Payment Register, Advance Register, Fines Register, etc.

2. Payment of Wages Act:

It is necessary that the contractor's employees are paid their wages payable for one month of working by 7th of the succeeding calendar month. The contractor will receive payment from the Centre only after he has disbursed in full the wages payable to his employees and submitted the proof of the same. The wages shall be distributed in ICTS premises and the Accounts Officer or one of the representatives from the Centre will be nominated to witness the disbursement of the wages, and sign the disbursement report or else it shall be disbursed directly to the employee's account.

3. Provident Fund Act:

The selected bidder shall cover their employees under the Provident Fund Scheme. The premia shall be paid as per existing rule partly deducted from their employees and the balance shall be by contribution from the successful bidder as indicated in Annexure B. Proof of such payment shall be submitted (including employee's and employer's contribution) every month as provided under Section 12 of the Act.

4. Employees State Insurance Scheme:

The successful bidder shall cover all their employees under Employees State Insurance Scheme as provided for under the relevant rules and shall remit the premium without default.

5. Minimum Wages Act:

The successful bidder shall pay well above the minimum wages to each of their employees. Such rates shall be the rate implied or agreed between ICTS and the contractor.



6. Workmen's Compensation (ELI):

All employees/workers shall be covered for injury/death under Workmen's Compensation Act 1923 by an Employer's Liability Insurance in the name of the contractor to cover all employees/workers employed by the contractor in ICTS. ELI premia is of the order of 3% on salary + DA as per the statutory laws and amendment.

7. Payment of Bonus Act, 1965:

Bonus shall be paid to all employees who have worked for a minimum of 30 days in the relevant accounting year shall be paid bonus. Bonus will be limited to 8.33% of total salary earned in the relevant accounting year. Bonus shall be paid every year one week before Diwali.

8. Karnataka Labour Welfare Fund Act, 1965.

9. General :

Contribution towards PF, ESI & ELI shall be reimbursed to the contractor only in succeeding months on submission of proof of having paid the premium/subscription. Premia towards ELI shall be paid to the contractor on a pro-rata basis every month on submission of original policy and receipt. All premia/contribution/subscription collected towards such benefits shall be/shall have been promptly paid towards the purpose for which it is collected. If for any reason this has not been possible, the contractor shall promptly inform ICTS, which will suggest ways and means to put such unpaid amounts to proper use.



INFORMATION TO TENDERERS

The Tender shall be evaluated under 2 (Two) Bid System

- a. Techno-Commercial Bid
- b. Financial Bid

Technical Evaluation shall comprise of

SI No	Particulars		
1.	Pre-Qualification checklist – vendor to qualify in all the pre-requisites with sufficient proof.		
A	Registration Certificate of the firm	Y/N	
B	PAN NUMBER / Service Tax Registration Certificate.	Y/N	
C	Latest solvency certificate issued by the bank (not dated before 01.01.2023)	Y/N	
D	PF, ESI registration copies.	Y/N	
E	Acceptance of all terms and conditions, tender document and all Annexures duly signed on all pages	Y/N	
F	Any technical deviation indicated? If so, are they acceptable to ICTS	Y/N	
G	EMD enclosed	Y/N	
H	Does the vendor meet the previous minimum work experience criteria?	Y/N	
I	Provided All Risk Policy, Employees Liability Insurance, etc. in any of your contracts	Y/N	
J	Does the manpower deployment meet the minimum requirement indicated?	Y/N	
K	Does the firm meet all the above minimum criteria to evaluate further?	Y/N	



2.	Evaluation of Vendors – Vendors having maximum experience and highest work order values among bidders will be given maximum marks. Vendors meeting the minimum requirement will be given minimum marks and additional experience and value of work orders will be given pro-rata marks. More weightage pro rata will be given for agencies having more experience, contract value and performance certificates.	Min. Marks	Max. Marks
A	5 years' essential experience in providing Security Services in a reputed Organization and list of works on hand (pl. enclose documentary evidence)	15	25
B	The contractor should have executed minimum 3 (three) works contract value of each not less than Rs. 65.00 Lakhs each or 2 (two) works contract value of not less than Rs. 98 Lakhs each or minimum 1 (one) work contract value not less than Rs. 130.00 Lakhs in the last two year period. Order Copy and work completion certificate should be enclosed.	15	25
C	Minimum 2 (two) Performance Certificates from two existing clients after 01/01/2023.	25	25
D	Experience in Combat & Crisis Management availability of Control, Action arrangements in case of terrorist attack, Training Centre	5	10
E	Experience in first aid and medical	5	5
F	Attended Pre-bid meeting	0	5
G	Experience in firefighting, servicing of fire equipment and training in Novec fire suppression system	5	5
		70	100

Signature, Name, Address and

Seal of the proprietor / Managing Partner etc.

Name:

Designation:

Date:

Seal of the Company:



ANNEXURE 1

UNDERTAKING (To Be Given on Rs. 100 Non Judicial Stamp duly Notarized)

The undersigned certify that I have gone through the terms and conditions thoroughly mentioned in the tender document & its corrigendum if issued and undertake to comply with them and will abide by it.

The rates quoted by me are valid and binding upon me for the entire period of contract.

The earnest money of Rs. _____ to be deposited by me has been enclosed herewith vide Demand Draft no. _____, Dt. _____, drawn on bank _____ Branch .

I/We give the rights to ICTS TIFR Authorities to forfeit the earnest money deposited by me/ us if any delay occurs on my part for Security coverage services at ICTS, Bangalore.

There is no vigilance / CBI case or court case pending against the firm and also no other case is pending regarding any statutory dues like EPF, ESI, Minimum Wages, Service Tax etc.

I hereby undertake to provide manpower as per directions given in the tender document.

I undertake to abide by all the statutory rules and regulations applicable with respect to my employees deputed under the tender document.

I agree to indemnify/keep the Institute indemnified from and against all proceedings, claims, losses and expenses arising out of this tender or resulting from the services under this tender including

(i) any claims made by the contract employees against the Institute claiming employment with it or in respect of matters which pertain to the employment with the contractor or its terms

(ii) any act of omission on the part of the contract employees or the contractor leading to violation of any law, rule or regulations and

(iii) any claim by any authority .

In the event the Institute has to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this tender, I shall pay such claims, damages and expenses and even if the Institute is called upon to pay, such damages and/ or penalties and / or costs shall be recovered from the dues/amount payable to me or shall be paid by me on a demand from the Institute. I will cooperate with the Institute in case any proceedings arise and provide all assistance and support as required by the Institute including participation in the proceedings as a party. The indemnity clauses under this tender shall survive the expiration / termination of the tender.

I hereby declare that my firm/company has not been black listed in the past three years by any Govt. / private institution in similar type of operation i.e manpower services.

Signature of the tenderer



ANNEXURE 2

LITIGATION DETAILS (COURT CASES/ARBITRATION)

Year	Name of the work	Name of the Client, with Address	Title of the court Case/Arbitration	Detail of the Court/ Arbitrator Status Pending/ Decided	Disputed Amount (Current Value, the equivalent) in case of Court Cases/arbitration	Actual Awarded Amount (Rs) in decided Court Cases/arbitration

Signature and seal of Authorized Signatory of bidder



ANNEXURE 3

Certificate of Registration

No.
Date:
The Center Director,
International Centre for Theoretical Sciences
Tata Institute of Fundamental Research,
Sy No 151, Shivakote, Hesaraghatta
Bangalore 560089

Dear Sir:

I/We
who are established and reputed manufacturers/bidders of _____
having factories/works at (address) do hereby declare that "I/We have read the clause regarding
restrictions on procurement from a bidder of a country which shares a land border with India as per
tender clause 6.4 of GCC. I/We hereby certify that we the undersigned Bidder are not from such a
country or, if from such a country, has been registered with the Competent Authority. I/We hereby certify
that we fulfill all requirements in this regard and are eligible to be considered. [where applicable,
evidence of valid registration by the Competent Authority shall be attached]

Yours faithfully,
(Name)
(Name of manufacturers/ Bidder)

Note: This Certificate/Undertaking should be on the letterhead of the manufacturer/Bidder and should be
signed by a person competent and having the power of attorney to bind the manufacturer. It should be
included by the Bidder in its techno-commercial unpriced bid.



ANNEXURE 4

Certificate for Local Content

*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', we are eligible for Purchase Preference under 'Make in India' Policy vide Gol Order No.P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

*We [name of manufacturer] hereby confirm in respect of quoted items(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

The details of the location (s) at which the local value addition made is /are as under:

- 1.....
- 2.....
- 3.....

*Strike out whichever is not applicable

Date:

Seal & Signature of the Bidder

NOTE:

•Self-certification that the item offered meets the minimum local content (as above) giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.

• In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India policy, if applicable.



ANNEXURE 5

Manpower Detail Sheet

S No	Name of the Staff	Qualification	Designation	Years of experience/ Specialisation	Remarks

Signature with Seal & Date



ANNEXURE 6

FORM OF AGREEMENT

This Agreement made onthe day of of 2024 between International Centre for Theoretical Sciences (ICTS) of Tata Institute Of Fundamental Research (TIFR), Bangalore for the entering into work(s) for Annual contract for Security Coverage Services at Campus and transit hostels (hereinafter called "The Employer") who enters into this Agreement of the one part and M/s (hereinafter called "The Contractor") of the other part.

Whereas the Employer is desirous that certain works should be executed by the Contractor, viz ("the Works") and has accepted a Bid by the Contractor for the execution and completion of the works and the remedying of any defects therein.

Now this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :
 - (a) The Letter of Award;
 - (b) The said Bid;
 - (c) The General Conditions of Contract;
 - (d) Prequalification document
 - (e) Instructions to Tenderers and Specific Conditions of Contract;
 - (f) The Specification;
 - (g) The Drawings;
 - (h) The Price Bid
 - (i) Any other relevant documents referred to in this Agreement or in the aforementioned documents
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of this work.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or only such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written .Signed, Sealed, and Delivered by the Said

Binding Signature for and on behalf of ICTS TIFR-Bangalore

Binding Signature of Contractor

In the presence of

Witness (1) :

Witness (2) :



PROFORMA FOR PERFORMANCE BANK GUARANTEE
(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

- In consideration of the International Centre for Theoretical Sciences (hereinafter called "The ICTS") having agreed under the terms and conditions of Work Order Nodated made between ICTS -TIFR and M/s..... (hereinafter called " the said Contractor{s}") .for the work (hereinafter called " the said Work Order") having agreed to production of an irrevocable bank Guarantee for Rs(Rupeesonly), as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said Work Order, we..... (Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the ICTS an amount not exceeding Rs. . (Rs only) on demand by the ICTS.
2. We (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the ICTS stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees..... only).
3. We, the said bank, further undertake to pay to the ICTS any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Work Order and that it shall continue to be enforceable till all the dues of the ICTS under or by virtue of the Work order have been fully paid and its claims satisfied or discharged or Purchase Officer on behalf of the ICTS certifies that the terms and conditions of the said Work Order have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We (indicate the name of Bank) further agree with the ICTS that the ICTS shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Work Order or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the ICTS against the said Contractor(s) and to for bear or enforce any of the terms and conditions relating to the said Work Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the ICTS or any indulgence by the ICTS to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the ICTS in writing.
8. This guarantee shall be valid up to, unless extended on demand by ICTS. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within six months after the date of expiry or the extended date of expiry of this guarantee, all our liability under this guarantee shall stand discharged.

Signed and sealed

Dated the day of for
(indicate the name of Bank)

* (Note: The Letter of Intent shall form part of the Agreement)



ANNEXURE – F

COVER – II – PRICE BID

1. Name of the firm along with Registration No. :
2. PF Registration No. :
ESI Registration No. :
(copies to be enclosed)
3. Registered address of the firm :
4. Status of the firm :
(Co-operative, Proprietary, Partnership, Private Ltd. Public Limited Co., etc.,)
5. No. of employees proposed to be deployed for running the contract :
 - a) For estimated quantities as in Annex. A :
 - i) Supervisor :
 - ii) Guard :
6. Monthly salary & other contributions payable to each worker /employee under:
 - a) The Minimum Wages Act (as per Central norms) and other statutory provisions (and requirements as enumerated by ICTS in these documents and as applicable) in force as on date (indicated with break up in the columns below).
 - b) You propose to pay (please indicate in column furnished in Table B below)
8. Total bid amount per month inclusive of all taxes and duties as per scope of work and other details as contained in the tender document (please furnish in table below based on scope of work as shown in Annexure-A):



TABLE A

		PER MONTH Rs.	QTY (Months)	TOTAL PER ANNUM - Rs.
1	Services for supervising 10 security posts including administrative charges and all costs, for the round the clock security services (1 supervisor X 3) per month		12	
2	Security services for manning 10 security posts including administrative charges and all costs for the round the clock security services (10 posts X 3) per month		12	
	GST as applicable			
	Grand Total			

Per month inclusive of all taxes words)

Per Annum inclusive of all taxes (in words)

Table A will be considered for Cost comparison. The cost comparison will be done on the basis of Total cost per month and per annum basis only.

The rates quoted shall be valid for 2 years from the date of Work Order, followed by a joint agreement. The contractor should take into consideration changes in VDA rates, wage revision etc., while quoting



TABLE – B

Undertaking by the Tenderer

I/ We intend to carry out the subject work by resorting to engage nos of the work force in a month.

Sl. No.	Description	Security Supervisor	Security Guards
	Daily Wage rate		
1	Salary (Basic + VDA + others)		
2	PF		
3	ESI / Group Health Insurance		
4	ELI (Workmens' compensation)		
5	Leave salary (max. 6%)		
6	Bonus (if applicable)		
7	Uniform		
8	Washing charges		
	Net pay		
	No. of employees proposed		

- I/we undertake to pay salary and other allowances/ benefits as indicated in the tender and accepted by the Centre. Such wages will be equal to or well above the minimum wages as applicable (wages fixed by Ministry of Labour and Employment, Office of Chief Labour Commissioner, Government of India, or Labour Department, Government of Karnataka recommended wages, whichever is higher).
 - I/we undertake to contribute for workers towards ESI, PF and ELI as employers' contribution, as fixed by relevant authorities.
 - I/we undertake to pay bonus at the rate of 8.33% of the total wages subject to a maximum of Rs. 6997/- per annum (the ceiling for calculation purpose from the salary or wage of Rs. 7000/-per month) as per Sec. 12 of the Bonus Act.
 - I/we undertake to issue uniform and washing charges to all the employees working under this contract.
 - I/We undertake to pay the staff as per the sheet and produce the monthly payment proof, ESI,EPF challans along with our monthly bill.
 - I/we undertake to revise the wages with VDA/ change in Min wage as notified by CLC during the entire pendency of my contract (Max 2 years). I will not claim this revision to the center.
- The percentage of salary (Sl.No.1 in Table-C below) to be paid by the contractor for various statutory benefits are listed below indicating percentage to be paid by the contractor, the part to be collected from the employee, and total.



TABLE C

<i>Sl.No</i>	<i>Statutory Benefits</i>	<i>% to be collected from Employee</i>	<i>% to be paid by the Contractor</i>	<i>Total %</i>
1	PF	12	13	25
2	ESI / General Health Insurance (equivalent amount)(NA for wages above Rs. 21000 pm)	0.75	3.25	4
3	Bonus *	-	8.33 *	8.33 *
4	ELI (Workman's Comp)	-	3	3

*Subject to maximum of Rs. 7000.00 per annum. The eligibility limit for payment of Bonus from the Salary or Wage of Rs.21000/- per month as per Section 2 (13) of Bonus Act, 1965.

